

## **TERMS & CONDITIONS/RENTAL CONTRACT – MASIA NUR/SITGES RUSTIC PROPERTY S.L.**

The words and phrases defined in the Check-In Form or Email confirmation (e.g. “Property”) will have the same meanings when they are used in these Terms and Conditions. In addition, the following words and phrases shall have the following meanings unless the context otherwise requires:

“**PROPERTY**”: means Masia Nur/Sitges Rustic Property S.L., Plaça Valls 1, 08811 Canyelles, Spain.

“**OWNER**”, “**WE**”, “**US**”): means Masia Nur/Sitges Rustic Property S.L.

“**GUEST**”, “**YOU**” or “**YOUR**”): means the guest(s) named in the Booking Form or Email.

“**CHECK-IN FORM**”: the written form produced by the Owner that records the particulars of the Guests, Property, Period and any other relevant terms relating to the occupation of the Property for holiday purposes.

### **1. Formation of Contract.**

The contract between the Owner and the Guest is formed on receipt of the Payment/Deposit. By paying the Deposit, the Guest is accepting the terms set out in these Terms and Conditions and the Check-In Form, which together constitute the entire agreement between the Owner and the Guest with regard to the booking of the Property.

### **2. Payment.**

40% of the whole amount of the reservation has to be paid upon booking via WIRE TRANSFER, VISA, MASTERCARD, AMEX or DINERS and is not refundable. Payment is deemed received on receipt of cleared funds in the Owner’s account. The whole amount needs to be paid upon booking if the arrival date is within 8 weeks.

### **3. Deposit.**

A provisional booking will not be kept unless the Deposit is received.

### **4. Payment of Total Price.**

In all cases payment of the outstanding balance due under the booking (allowing for the Deposit paid) must be made not less than 8 weeks before your planned arrival date at the Property. The Owner will not be under any obligation to issue reminders for any balances due. Non-payment of the balance outstanding, latest 8 weeks prior to arrival, will entitle the Owner to treat the reservation as cancelled by the Guest.

### **5. Changes and Cancellation.**

You must advise us if you wish to change any detail of your booking (such as the number of guests). The check-in/out date cannot be changed.

In the unfortunate event that you need to cancel your holiday, your Deposit is non-refundable. If you have paid the remaining balance for the Property, the amount of that balance is also non-refundable. Therefore, we recommend to have a travel insurance. Should the Property, subsequent to booking, become unavailable through any cause, you must accept that the Owner’s liability is limited to the amount of any rent paid.

Only in the event of a general lock down in Catalonia or Spain the amount paid will be valid for an alternative booking.

### **6. Joint and several liability.**

Where the Guest comprises more than one person the liability of all such persons will be joint and several. The person who signs the Booking Form on behalf of the Guest warrants that he/she has

full authority and power to sign it and to accept these terms and conditions on behalf of him/herself and any other persons comprising the Guest.

#### 7. The Accommodation.

The Accommodation must only be used by those guests (and where appropriate animals) named on the Check-In Form. You are not allowed to share the Accommodation or let anyone else stay there. You will occupy the property for holiday purposes and no other (unless a previously agreed event, such as a wedding, corporate event etc). We will have the right to enter the Accommodation at all reasonable times during the day (save in the case of emergency, when we can enter at any time) for the purposes of inspection and repair of the Property and its equipment, fittings and contents.

#### 8. Condition of the Accommodation.

You must keep the Property and all furniture, fittings and effects (also dishes and cutlery), in or on the Property, in the same state of place, repair and condition as you found them at the commencement of the Period. The Owner will be entitled to deduct monies from the Breakages Deposit if extra cleaning is made necessary as a result of the Property being left in a dirty condition upon the Guest's departure.

#### 9. Security/Breakages Deposit.

In the event that your party exceeds the number of persons booked, we will ask you to pay the Security/Breakages Deposit, payable at the time of arrival with the amount of € 1.500,--. The Security Deposit will be returned to you in full within 2 weeks after the end of the Period, providing no breakages or loss occurs during your stay. An inventory is carried out before your arrival and after your departure. Loss of keys, remote controls (Gate, TV, A/C, ...) will be charged to the client at discretion of Masia Nur/Sitges Rustic Property S. L. There will be a minimum cost of € 75,-- per item.

#### 10. Smoking

Please note that smoking is prohibited inside all buildings and rooms by law. When guests smoke inside the Property's buildings or rooms, Masia Nur/Sitges Rustic Property S.L. needs to charge an amount of € 250,--. This amount will be used to clean the building or rooms, in order to prevent future guests experiencing inconvenience from the smell. Make sure cigarettes, cigars, pipes, ... are properly extinguished when smoking outdoors.

#### 11. Pets

Pets are permitted on the Property/Accommodation only if agreed by the Owner for a surcharge. If a pet is taken to the Property/Accommodation without the Owner's consent, or the stated number/size of pets is exceeded, the Owner is entitled to refuse entry and this will be treated as a cancellation by the Guest.

#### 12. Liability/Amenities.

All children under the age of 18 should be supervised at all time by an adult in and around the swimming pool, sauna, garden, house and the whole property. The use of the Property and all its amenities offered, such as swimming pool, etc. are entirely at your own risk, and the Owner will not accept any responsibility for loss or damage to the Guest's belongings, personal injury or loss of life. You agree not to cause any damage to the walls, doors or windows of the Property and not to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

#### 13. Your Conduct towards staff.

We reserve the right to refuse to accept you (and your party) as a guest(s) or continue dealing with you (and your party) if behaviour is disruptive, threatening or abusive towards our staff. In any of these circumstances you (and your party) may be evicted from the Property and no

refund will be paid to you and we may make a claim against you for any costs and expenses incurred as a result of your behaviour. Criminal proceedings may also be instigated.

#### 14. Arrival and Departure.

The Property will be ready for occupation from 4pm on the day of arrival. You must vacate the Property no later than 10am on the last day of the Period. You will be liable for any loss, damage, claim, cost or expense arising from any failure on your part to vacate the property in accordance with this condition.

#### 15. Holiday & Personal Insurances.

We strongly advise you to take out holiday insurance to cover: (i) any eventualities that may result in you having to cancel your holiday; and (ii) any losses, accidents, damage, injury, expense or inconvenience whether to person or property which may arise out of or in connection with your holiday. No responsibility is taken by the Owner for the loss or damage of personal property or injury or loss of life whilst on the Property.

#### 16. Contacting you.

If you book via our website or have opted in other circumstances for us to contact you via e-mail, we will communicate with you using the e-mail address you have provided. For example, to provide your confirmation, we will assume that your e-mail address is correct and that you understand the risks associated with using this form of communication.

#### 17. Complaints.

To enable any complaint to be investigated and an action considered, complaints must be taken up with the Owner immediately. The responsibility for any necessary remedial action at all times shall remain with the Owner. If the Guest vacates the Property prematurely as a result of any alleged dissatisfaction, or makes any claim upon return home from the Property, and has not followed this procedure, then no liability for any subsequent claim will be accepted or correspondence entered into. All complaints made during the Period must be confirmed in writing to the Owner within 7 days of the last day of the Period.

#### 18. Catering and Event Information.

Weddings or events consisting with a maximum of 50 persons are subject to a Euro 1.300,-- fee to cover wear and tear to the property. It is your responsibility to ensure the property is cleaned inside and outside the day after an event. We can arrange cleaning for an additional cost, or you may hire an external cleaning team. We have exclusive catering partners, but should you wish to hire an outside catering for an event or other occasion it is subject to charge of 10% of the total catering bill. This amount is usually paid by the catering company and not the Guest.

#### 19. Jurisdiction.

These terms and conditions shall be read and construed in accordance with the local laws of Spain, and the parties hereby any dispute arising out of this contract to the exclusive jurisdiction of the Spanish courts.

#### 20. Corona Covid-19.

It is mandatory to read and follow the national Corona Covid19 legal requirements. By paying the deposit you automatically agree to our terms and conditions, as mentioned in Point 1- Formation of Contract.

#### 21. Individual house rental

When houses are rented individually (not the entire property), persons under the age of 18 years are not allowed on the property.

## 22. Noise Restriction

1. For the purpose of a good quality of life for everyone, the daily life of everyone in their home requires a civil and respectful behavior that takes into account the neighbors and the need not to disturb them with unnecessary noise, such as hitting, shouting, loud music, partying, using loud devices, or other similar behavior, especially between 9 p.m. and 8 a.m. the next day. To this end, the use of noisy household appliances, musical instruments, singing, repairs, handling materials or changing furniture or any other activity that may disturb the rest of others is not allowed during the above hours (9:00 PM - 8:00 AM). No outdoor music is allowed.
2. The evaluation of acoustic emitters that can be manipulated in volume or intensity by the source of the noise (voices, impacts, dragging furniture, televisions, audio equipment...) and that cannot be measured with a sound level meter must be carried out by the municipal inspector or local police officer with criteria of willfulness and disproportionateness due to the large volume, in such a way as to be considered excessive. The behavior of citizens that causes noise in their homes may not exceed the limit values for immission set out in Annex 4 of the national ordinance.
3. The starting point is that the behavior of citizens in the countryside must remain within the boundaries of peaceful coexistence with respect for the rights of other people.